

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

LISA D. BROWN
Plaintiff,

v.

ORACLE AMERICA, INC.

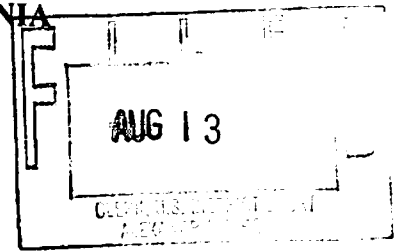
**Serve Registered Agent
Corporation Service Company
Bank of America Center, 16th Floor
1111 East Main St.
Richmond, Virginia 23219,**

CAROL MORAN
11770 Sunrise Valley Dr.
Apt #419
Reston, VA 20191

Defendants.

CASE NO.

1:13-CV-984
LMB/JFA



COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Lisa D. Brown, by and through undersigned counsel, hereby submits the following Complaint against Defendants Oracle America, Inc. ("Oracle"), and Carol Moran to recover a declaration that Defendants violated Ms. Brown's rights, back pay and benefits, reinstatement or front pay, compensatory and punitive damages, interests, attorneys' fees, and injunctive relief under title VII of the Civil Rights Act of 1991 and under 42 U.S.C. § 1981 as set forth below.

PARTIES AND JURISDICTION

1. Plaintiff is a resident of Fairfax County, Virginia.
2. Oracle is a foreign corporation with offices in Reston, Virginia.
3. The incidents that give rise to this Complaint occurred at Oracle's offices in Reston,

Virginia.

4. Carol Moran was Lisa Brown's direct supervisor at the Reston, Virginia facility and is believed to be a Fairfax County resident.
5. This is an action for damages and equitable relief under Title VII of the Civil Rights Act of 1991, 42 U.S.C. § 2000e et seq. and under 42 U.S.C. § 1981.
6. This court has subject matter jurisdiction over Ms. Brown's claims pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 2000e-5.
7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3).
8. Ms. Brown filed a charge of discrimination with the U.S. Equal Employment Opportunity Commission against Oracle for the unlawful employment practices set forth herein and did so within the required time limits specified by law and regulation. Ms. Brown received a notice of right to sue from the EEOC and instituted this action within ninety days of her receipt of said notice. Ms. Brown has satisfied all pre-filing requirements for this action pursuant to 42 U.S.C. § 2000e-5(e) and (f).

FACTS

9. Oracle hired Ms. Brown in May 2010 to be a partially salaried, and partially commissioned sales representative working in technology sales to state and local governments.
10. For the entire first year of employment, Ms. Brown met or exceeded her sales quotas and developed a strong book of business.
11. When Ms. Brown was hired, Ms. Moran was out of the office on extended leave.
12. Ms. Moran returned part time in September 2010 and was a first-time manager.
13. Ms. Brown is African American, Carol Moran is Caucasian.

14. After Ms. Moran's return, Ms. Brown was treated disparately from similarly situated individuals within her same sales team, and throughout the government sales division, that were outside of the protected class.
15. Ms. Brown's sales territory was slowly removed by Carol Moran. Ms. Brown was disciplined for not meeting performance measures that had little to do with actual sales, and for which other sales representatives were not disciplined. As Ms. Brown's sales territory was slowly taken away, she could no longer meet her sales quotas in dollars, and was disparately disciplined with termination on November 10, 2011 rather than transfer or reassignment.
16. In contrast, other sales representatives outside the protected class were not similarly disciplined, and were not substantially disciplined for failing to meet sales quotas in dollars, and were given portions of Ms Brown's sales territory.
17. One of the performance measures for sales representatives was a threshold for "talk-time" or time spent on sales calls. Ms. Brown was disciplined, it appears, solely for not meeting her talk-time quotas.
18. No non-African American sales representatives were disciplined for not meeting talk-time quotas.
19. The sales department systematically forced out or isolated black sales representatives. By way of example:
 - a. The sales team on which Ms. Brown was assigned had two other African American sales representatives. These two representatives were singled out for increased scrutiny and discipline until one transferred to another sales team, and the other resigned.
 - b. The remaining African Americans in Ms. Brown's sales division appeared to all

be on one sales team headed by the only African American sales manager.

- c. Other non-African American sales representatives were disciplined in less severe manners for more severe failures to meet performance levels.

COUNT I - RACE DISCRIMINATION UNDER 42 U.S.C. § 1981

- 20. The allegations of the preceding paragraphs are incorporated as if set forth herein.
- 21. Ms. Brown is a member of a protected class, African American.
- 22. Ms. Brown was qualified for continued employment at Oracle based on her performance.
- 23. Prior to sales territory being removed, Ms. Brown was on track for substantial promotions.
- 24. Based on Defendants' wrongful and discriminatory conduct, Ms. Brown was terminated from her position at Oracle. Similarly situated employees at Oracle were not hindered in the performance of their duties and terminated.
- 25. Defendants intentionally interfered with Ms. Brown's contract of employment with Oracle because of their discriminatory animus toward her race. Defendants acted in a willful and wanton manner and in callous disregard for the federally protected rights of Ms. Brown.

COUNT II - RACE DISCRIMINATION UNDER Title VII

- 26. The allegations of the preceding paragraphs are incorporated as if set forth herein.
- 27. Ms. Brown is a member of a protected class, African American.
- 28. Ms. Brown was qualified for continued employment at Oracle based on her performance.
- 29. Prior to sales territory being removed, Ms. Brown was on track for substantial promotions.
- 30. Based on Defendants' wrongful and discriminatory conduct, Ms. Brown was terminated from her position at Oracle. Similarly situated employees at Oracle were not hindered in the performance of their duties and terminated.

31. Oracle's conduct evidences a reckless and callous indifference to the federally protected rights of Ms. Brown.

WHEREFORE, Plaintiff respectfully requests:

- A. A declaration that Oracle violated Title VII.
- B. Ms. Brown be awarded back pay and benefits.
- C. Ms. Brown be reinstated to her former position, or in the alternative, that she be awarded front pay from Oracle.
- D. That Ms. Brown be awarded compensatory and punitive damages.
- E. That Ms. Brown be awarded prejudgment interest on all damages.
- F. An injunction prohibiting Oracle from violating her rights upon reinstatement.
- G. For such other relief as the court deems appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.



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Respectfully submitted,
Lisa Brown
By Counsel